

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CHERYL BESSER, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

UNITED BAY COMMUNITY CREDIT
UNION,

Defendant/Third Party Plaintiff.

v.

INFORMA BUSINESS SYSTEMS, INC.,

Third Party Defendant

Case No. 1:13-cv-00502-PLM

Hon. Paul L. Maloney
Magistrate Judge: Joseph Scoville

STIPULATION OF DISMISSAL

Plaintiff Cheryl Besser ("Plaintiff"), Defendant United Bay Community Credit Union ("Defendant" or "Third Party Plaintiff"), and Third Party Defendant Informa Business Systems, Inc. ("Third Party Defendant"), by and through their undersigned counsel and pursuant to Fed. R. Civ. P. 41(a)(1)(A) and Fed. R. Civ. P. 23(e), hereby stipulate to the dismissal of this action, with prejudice as to Plaintiff's individual claims, without prejudice as to the claims of any alleged class members, and with prejudice and without costs as to Third Party Plaintiff's third party claims against Third Party Defendant. No class has been certified in this action. Accordingly, class notice and Court approval of the settlement are not required under Fed R. Civ. P. 23(e). In exchange for the Plaintiff's individual release of claims set forth in a Confidential Settlement Agreement and Release dated as October 31, 2013 (the "Settlement Agreement") and such other

consideration set forth in the Settlement Agreement, Defendant, without admitting any liability or violation, has agreed, among other things in the Settlement Agreement, to the following:

1. Consistent with the terms of the Settlement Agreement, Defendant will complete any remaining ATM modifications and/or ATM replacements pursuant to its ADA Compliance Plan to meet the 2010 Americans with Disabilities Act Standards for Accessible Design ("2010 Standards"), including any applicable safe harbor (the "Original Compliance Date"), and will provide written confirmation of its compliance to Counsel for Plaintiff.
2. Consistent with the terms of the Settlement Agreement, Defendant has agreed to implement and/or modify its ADA Compliance Policy to formalize its intent and commitment to maintaining its ATMs in compliance with Chapter 7, Section 707, of the 2010 Standards.
3. Consistent with the terms of the Settlement Agreement, Defendant has agreed to appoint an employee or officer to serve as an ADA Compliance Manager to oversee the implementation of the Defendant's ADA Compliance Plan.
4. Consistent with the terms of the Settlement Agreement, Defendant has agreed to provide Counsel for Plaintiff with Periodic Compliance Reports confirming its ongoing compliance with the 2010 Standards.
5. Consistent with the terms of the Settlement Agreement, Defendant has agreed that Plaintiff's Counsel or their designee shall have the right to examine some or all of Defendant's ATMs for compliance with the 2010 Standards.

Defendant/Third Party Plaintiff and Third Party Defendant have further executed the global Confidential Settlement Agreement and Release and are providing separate consideration supporting and requiring the entry of this Stipulation and the subsequent dismissal order of the Court.

In accordance with the terms of this Stipulation and their Settlement Agreement, the parties request that the Court dismiss with prejudice Plaintiff's individual claims, dismiss without prejudice the claims of any alleged class members, dismiss Defendant/Third Party Plaintiff's claims against Third Party Defendant with prejudice and without costs, and retain jurisdiction to interpret and enforce the terms of the Stipulation and Settlement Agreement entered into by the parties.

Dated: November 15, 2013

Respectfully submitted,

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